

BACKGROUND

In July 2003, prior to the filing of Mrs. Pratt's complaint, Mrs. Pratt initiated a Chapter 7 proceeding in the United States Bankruptcy Court for the Western District of Kentucky ("Bankruptcy Court").² The bankruptcy was converted to Chapter 13 in November 2003 and, on June 3, 2004, Mrs. Pratt converted the Chapter 13 bankruptcy to a Chapter 7 bankruptcy. At the time of the last conversion, Mrs. Pratt was indebted to LG&E for \$350.84. Mrs. Pratt's pre-petition debts were discharged by the September 29, 2004 Order of the Bankruptcy Court. LG&E asserts that it inadvertently allowed the \$350.84 pre-petition debt to remain on Mrs. Pratt's account, but, upon review of the account after the filing of Mrs. Pratt's complaint with the Commission, LG&E discovered the error and removed the balance from the account. At another time, LG&E asserts that it inadvertently reassessed her account with a pre-petition debt of \$301.01, but that the amount was removed immediately upon discovering the assessment and Mrs. Pratt never received a bill for the reassessed amount. A copy of Mrs. Pratt's billing history reveals that LG&E removed the reassessment on the same day the balance was transferred to Mrs. Pratt's account.³

Mrs. Pratt also disputes three separate charges of \$80 that LG&E assessed her after the filing of her bankruptcy petition. Mrs. Pratt claims that these are pre-petition debts, and should not be assessed. LG&E claims that the charges are in accord with its tariff regarding customer deposits which is on file with the Commission.⁴ LG&E allowed Mrs. Pratt to make installment payments on the deposit.

² Case No. 03-35075.

³ February 10, 2005 filing of LG&E at 2.

⁴ Electric Tariff of Louisville Gas and Electric Company, Original Sheet No. 87.

Mrs. Pratt's electric service to her residence at 610 Oak Branch Road in Louisville, Kentucky was terminated for non-payment on September 21, October 6, and December 8, 2004. Mrs. Pratt filed no protest or objection with the Commission regarding these terminations.

On February 3, 2005, Mrs. Pratt filed with the Commission a document in which she protested a disconnection notice issued by LG&E with a termination date of February 4, 2005. It appeared from the filing that Mrs. Pratt was disputing past balances on her account, claiming that those amounts were discharged in bankruptcy. Mrs. Pratt also raised issues concerning LG&E engaging in arbitrary and capricious behavior in seeking to terminate her service.

On February 10, 2005, LG&E responded to Mrs. Pratt's allegations contained in her February 3, 2005 filing. LG&E provided copies of Mrs. Pratt's billing history and noted that Mrs. Pratt's service was eligible for termination for non-payment on February 5, 2005, but that it was refraining from terminating service due to the confusion surrounding the current bill. LG&E stated that, if full payment were received by February 28, 2005, service would not be terminated. In a subsequent filing dated March 23, 2005, LG&E stated that, on March 15, 2005, it had disconnected Mrs. Pratt's electric and gas service for non-payment. Service was reconnected less than 2 hours later when payment was received from Mrs. Pratt.

An informal conference was scheduled between the parties for April 12, 2005 at the Commission's offices. Representatives for LG&E and Commission Staff attended the conference. Mrs. Pratt did not attend. On May 16, 2005, Mrs. Pratt informed the Commission that her absence from the informal conference was due to the fact that she had not received notice of the conference.

Mrs. Pratt raised no further objections to LG&E's billing practices between March 2005 and March 2006. However, Mrs. Pratt's billing records indicate that service has since been disconnected several times for non-payment.⁵

On March 15, 2006, the parties met at the Commission's offices for an informal conference at which Mrs. Pratt stated that she no longer believed any pre-petition debts were included in her account. Mrs. Pratt, however, raised objections to instances in which LG&E had terminated her service. The terminations were on January 10, 2006 for non-payment and on January 20, 2006 for a dangerous condition created by damage to the electric meter base. Mrs. Pratt claimed that as to the January 10, 2006 termination, she had received winter hardship funds and therefore should not have been eligible for termination. As to the January 20, 2006 termination, Mrs. Pratt claimed that the damage to the electric meter base did not warrant that service be terminated.

In response to Mrs. Pratt's allegations, LG&E asserted that on November 17, 2005 Mrs. Pratt was issued a disconnection notice for a past-due balance of \$212.26 that stated the balance must be paid by December 5, 2005 or her service would be terminated. On December 1, 2005, a representative from a local community action group contacted LG&E and pledged \$106 toward Mrs. Pratt's outstanding balance of \$212.26. As a result of the pledge, LG&E changed the termination date to January 6, 2006.

Mrs. Pratt's next bill, with a due date of December 15, 2005, showed a total amount due of \$467.86, of which \$212.26 was the previous balance due as of November 29, 2005. A subsequent disconnection notice was issued, with a final pay

⁵ Billing records provided by LG&E indicate that Mrs. Pratt's service was disconnected in May 2005, twice in January 2006, and once in March 2006. March 23, 2006 filing of LG&E, Exhibit 12.

date of January 6, 2006. The past-due amount on the notice was \$374.64 (the previous \$467.86 balance minus the \$106 from the community action group.)

On January 10, 2006, LG&E dispatched a contractor to disconnect Mrs. Pratt's gas and electric service for non-payment. Mrs. Pratt's gas service was disconnected for non-payment on that date. However, the contractor working for LG&E noticed that the electric meter base had been damaged as well as the lock attached to it. Electric service was not disconnected because the contractor was concerned that the damage to the meter base made it unsafe to disconnect service. LG&E records indicate that it received a payment of \$374.64 from Mrs. Pratt on January 10, 2006, but the record indicates that the payment was not received prior to the disconnection. Because payment was made, Mrs. Pratt's gas service was restored at 1:00 a.m. on January 11, 2006. Mrs. Pratt's electric service was disconnected briefly on January 20, 2006, not for non-payment, but in order to examine the damage to the meter base. Electric service was restored within an hour of the termination after the damage was repaired.

In a filing made with the Commission on May 19, 2006, LG&E stated that Mrs. Pratt's account was current through June 5, 2006. LG&E noted, however, that on April 27, 2006, when an LG&E employee went to Mrs. Pratt's residence to read the meter, the gate to the backyard was padlocked and the employee was unable to read the meter. Thus, the subsequent billing was estimated and may not reflect the actual consumption and liability of Mrs. Pratt.

DISCUSSION

Mrs. Pratt has conceded that a portion of the original grounds for the complaint--that LG&E sought to charge her account for pre-petition debts--is no longer an issue.⁶ It

⁶ April 6, 2006 Informal Conference Memorandum of Commission Staff at 2.

also appears from the record that LG&E's billing for Mrs. Pratt's account is accurate. Moreover, it appears from the record that since Mrs. Pratt's filing of her bankruptcy petition, she has always had a balance on her account and on several occasions, both her gas and electric service were terminated for non-payment.⁷ On many of the occasions when service was disconnected, Mrs. Pratt did not raise an objection with the Commission.

As of December 16, 2004, LG&E had extended service to Mrs. Pratt's business in Louisville located at 1718 West Muhammad Ali.⁸ LG&E stated that it originally disconnected service at this address on October 25, 2004 for "illegal use of service by fraud pursuant to 807 KAR 5:006, Section 14(g)."⁹ Although the current status of the account is not known, LG&E appears to have satisfied the portion of Mrs. Pratt's complaint that alleged LG&E wrongly denied service to one of her businesses because of her personal debts.

The record does not support Mrs. Pratt's allegations that LG&E and its employees have engaged in harassment, slander, or arbitrary and capricious conduct. Mrs. Pratt's billing history reveals numerous occasions on which termination of her service was justified. The billing history also shows that Mrs. Pratt was chronically late in making payments for service and, on at least one occasion, her payment was returned due to insufficient funds. It appears that LG&E has accommodated Mrs. Pratt on more than one occasion by delaying disconnection of service until a dispute could be

⁷ March 28, 2006 filing of LG&E, Exhibit 12.

⁸ Reply of Louisville Gas and Electric Company to Response of Patricia Connor Young Date-Stamped November 18, 2004 at 2.

⁹ Answer of Louisville Gas and Electric Company at 2.

remedied. LG&E's actions are consistent with the policies contained in its filed tariff and, therefore, its actions are not arbitrary and capricious conduct, harassment or slander. Accordingly, Mrs. Pratt's allegations regarding harassment, slander, and arbitrary and capricious conduct cannot sustain an action here.

The grounds for Mrs. Pratt's complaint either have been satisfied or do not provide a basis for a claim upon which relief may be based. The Commission finds that the complaint has been satisfied and that it should be dismissed.

IT IS THEREFORE ORDERED that:

1. This complaint is dismissed with prejudice as satisfied, and this case is removed from the Commission's docket.
2. This is a final and appealable Order.

Done at Frankfort, Kentucky, this 11th day of August, 2006.

By the Commission

ATTEST:



Executive Director